

112245

AUG 14 1972

BURLINGTON NORTHERN

Date \_\_\_\_\_  
Fee \$ 10.00Anthony Kane  
Vice President - LawFrank S. Farrell  
Vice President and General Counsel

ICC Washington, D. C.

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Assistant Vice President and General SolicitorJames R. Walker  
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Assistant General CounselPeter M. Lee  
William R. Power  
James W. Becker  
AttorneysOffice of the Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

August 9, 1972

Dear Sirs:

Enclosed for filing pursuant to Section 20(c) of the Interstate Commerce Act are three counterparts, Nos. 1, 2 and 3, of Bill of Sale dated July 24, 1972, by which all rights, title and interest in and to the presently existing equipment covered by Spokane, Portland and Seattle Railway Equipment Trust of 1957 is conveyed to Spokane, Portland and Seattle Railway Company.

The names and addresses of the parties to the transactions are:

First National Bank of Oregon  
Trustee, Lessor  
1300 Southwest Fifth Avenue  
Portland, Oregon 97208

Spokane, Portland and Seattle  
Railway Company, Lessee  
1200 American Bank Building  
Portland, Oregon 97207

The Equipment Trust Lease and Agreement constituting Spokane, Portland and Seattle Railway Company Equipment Trust of 1957 were recorded with the Interstate Commerce Commission pursuant to Section 20(c) of the Interstate Commerce Act on May 1, 1957, and assigned Recordation No. 1180.

A general description of the equipment covered by the enclosed Bill of Sale is as follows:

475 50'6" 50-ton, steel-sheathed wood-lined  
boxcars with nailable steel floors

7-100 ton 2970 cubic foot capacity 5 PSI  
pressure differential covered hopper cars

RECEIVED  
AUG 14 9 34 AM '72  
I.C.C.  
FEE OPERATION

FILE IN DOCKET

RECORDATION NO. 1180-11 Filed &amp; Recd.

AUG 14 1972 9:45

INTERSTATE COMMERCE COMMISSION



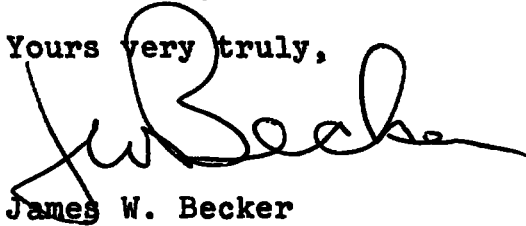
BURLINGTON NORTHERN

-2-

Also enclosed is a check in the amount of \$10 payable to your order covering the cost of recording of the attached Bill of Sale.

Please stamp one counterpart with the recordation data of the Commission and return it to the bearer of this letter, Mrs. Carolyn H. Kunkel, Kunkel Transportation Services, Inc., Pennsylvania Building, Suite 1010, 435 13th Street, N.W., Washington, D.C. 20004.

Yours very truly,



James W. Becker

JWB:ck  
enc.

1180-B  
RECORDATION NO. Filed & Recorded

JUN 14 1972 9.40

UNITED STATES COMMERCE COMMISSION

# Interstate Commerce Commission

OFFICE OF THE SECRETARY

Washington, D.C. 20423

August 14, 1972

FILE IN DOCKET

Mr. James W. Becker  
Burlington Northern, Inc.  
176 East Fifth St.  
St. Paul, Minn. 55101

Dear Sir:

The enclosed documents were recorded pursuant to the provisions of  
Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on Aug. 14, 1972  
at 9:40 A.M. , and assigned recordation numbers as follows:

1098-G and 1180-B.

Sincerely yours,

Secretary

Encl.

SERS Form 30-A  
(1967)

1180-B  
RECORDATION NO.

Filed & Recorded.

MAY 14 1972 9:40 A.M.

INTERSTATE COMMERCE COMMISSION

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, by a certain Lease of Railroad Equipment dated as of April 1, 1957, hereinafter called the "Lease," The First National Bank of Portland (now the First National Bank of Oregon therein and herein called the "Trustee"), as Trustee under an Agreement dated as of April 1, 1957, hereinafter called "Agreement," creating an equipment trust designated "Spokane, Portland and Seattle Railway Equipment Trust of 1957," among Burlington Equipment Company, The First National Bank of Portland, and Spokane, Portland and Seattle Railway Company, Northern Pacific Railway Company and Great Northern Railway Company, did lease, upon certain terms and conditions set forth in said Lease, to said Spokane, Portland and Seattle Railway Company certain railroad equipment described in paragraph one of said lease, and

WHEREAS, said Lease and Agreement were filed for record pursuant to the provisions of 20c of the Interstate Commerce Act on May 1, 1957, and assigned recordation number 1180, and

WHEREAS, by supplemental agreement between the party of the first part and the party of the second part dated as of the 23rd day of November, 1970 and pursuant to paragraph 6 of said Lease of Railroad Equipment dated as of April 1, 1957, the party of the first part let and leased to the party of the second part certain equipment described below replacing equipment destroyed, as follows, to-wit:

Seven (7) 100-ton 2,970 cu. ft. capacity  
5PSI pressure differential covered hopper  
cars bearing Burlington Northern Nos. 430050-  
430056, inclusive

Said supplemental agreement being recorded pursuant to the provisions of Section 20c of the Interstate Commerce Act on January 5, 1971, and assigned recordation number 1180-A, and said supplemental agreement was filed on January 5, 1971, in the office of the Registrar General of Canada.

WHEREAS, Paragraph 3 of said Lease provides that:

"At the termination of this Lease and after all payments due or to become due from the Company hereunder and under the Agreement shall have been completed and fully made to the Trustee, such payments shall be then applied as purchase money and treated as the full purchase price of the Trust Equipment, and the title to all of the Trust Equipment and to all replacements thereof made hereunder shall vest in the Company, and thereupon the Trustee shall execute for recording or filing in public offices such instrument or instruments in writing as reasonably shall be requested by the Company in order then to make clear upon the public records the title of the Company to all of the Trust Equipment and replacements thereof, under the laws of any jurisdiction; provided, however, and it is hereby agreed, that until then the title to none of the Trust Equipment shall pass to or vest in the Company, but title to and ownership of all the Trust Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by the Company."

and

WHEREAS, the party of the second part has fully paid all the rent and all other payments which it agreed to make in accordance with provisions of said Lease of Railroad Equipment and has performed all the covenants, obligations and agreements contained in said Lease of Railroad Equipment and said Agreement above referred to; and

WHEREAS, the Company has requested that the trust equipment be assigned and transferred by the Trustee to the Company as its absolute property;

NOW, THEREFORE, said First National Bank of Oregon, as Trustee, party of the first part, in pursuance of the terms and conditions of said Lease of Railroad Equipment and said Agreement above referred to, and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Spokane, Portland and Seattle Railway Company, party of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, grant and convey unto the party of the second part, its successors and assigns, all of its right, title and interest, as Trustee, in and to the railroad equipment referred to in said Lease of Railroad Equipment together with any and all appliances with which any of the equipment was provided, or any replacement of said appliances, described as follows, to-wit:

<u>No. of Units</u>	<u>Description</u>	<u>Road Nos. (both inclusive)</u>
475	50'6" 50-ton, steel-sheathed wood-lined box cars with nailable steel floors.	14000-14017, 14019-14020, 14022-14060, 14062-14079, 14081-14083, 14085-14088, 14090-14129, 14131-14156, 14158-14220, 14222-14241, 14243-14275, 14277-14281, 14283, 14285-14298, 14300-14305, 14307-14309, 14311-14312, 14314-14328, 14330-14357, 14359-14373, 14375-14422, 14424-14430, 14432-14456, 14458-14472, 14474-14492, 14494-14499, all inclusive
7	100-ton 2,970 cu. ft. capacity 5PSI pressure differential covered hopper cars	430050-430056, both inclusive

together with any and all appliances with which any of the equipment was provided, or any replacement of said appliances.

TO HAVE AND TO HOLD the same unto Spokane, Portland and Seattle Railway Company, its successors and assigns, forever.

This Bill of Sale is executed by First National Bank of Oregon without covenant of warranty, express or implied and without recourse to First National Bank of Oregon.

IN WITNESS WHEREOF, First National Bank of Oregon, as Trustee under the aforesaid Agreement dated April 1, 1957, has

caused these presents to be signed in its behalf and its corporate seal to be hereunto affixed this 24<sup>th</sup> day of July, 1972.

FIRST NATIONAL BANK OF OREGON

By

D. M. Ficklen  
Trust Officer

(SEAL)

ATTEST:

D. W. Kicher  
Assistant Secretary.

STATE OF OREGON       )  
                              ) SS  
COUNTY OF MULTNOMAH)

On this 24<sup>th</sup> day of July, 1972, before me personally appeared D. M. Ficklen, to me personally known, who, being by me duly sworn, says that he is a Trust Officer of First National Bank of Oregon, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ann Piel

My Commission Expires March 29, 1975